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**IN THE COURT OF PRINCIPAL CIVIL JUDGE & JMFC.,**  
**KRISHNARAJANAGAR**

**PRESENT**

**Sri. Chandan S, B.Com., LL.B**

**Prl. Civil Judge & JMFC, Krishnarajanagara.**

**DATED 01<sup>ST</sup> DAY OF DECEMBER 2025**

**O.S. No. 547/2024**

**Plaintiff :**

Prasannakumara.A.S.  
S/o Late. Sannegowda,  
Aged about 56 years,  
R/at Ankanahalli Village,  
Saligrama Taluk, Mysuru District.

**(Rep. By Sri. T.G., Advocate)**

**V/s**

**Defendants:**

Mahesha.M.T. S/o Thimmashetty,  
Aged about 50 yeas,  
R/at Anjaneya Road, Mirle Village,  
Mirle Hobli, Saligrama Taluk,  
Mysuru District.

**(Rep. By Sri. K.B.G., Advocate)**

**ORDERS ON PRELIMINARY ISSUE NO.3**

This Court has framed issue No.3 on 31.10.2025 and treated the Issue No.5 as Preliminary Issue. Issue No.3 is as under;

**1. Whether the suit is not maintainable for want of cause of action as contended in the para No.5 of the written statement?**

2. The present issue has been taken up for consideration for the purpose of passing orders on the preliminary issue. According to the plaintiff, the defendant was well-known, familiar, and acquainted with him, and on the basis of such acquaintance and friendly relations, the defendant borrowed a sum of Rs.3,00,000 from the plaintiff on 07-05-2022. In acknowledgment of the said loan, the defendant executed an on-demand promissory note and a corresponding consideration receipt for Rs.3,00,000 in favour of the plaintiff, thereby admitting his liability and agreeing to repay the loan amount along with interest at the rate of 2% per month.

3. However, when the plaintiff demanded repayment of the said loan together with interest, the defendant failed to honour his commitment as undertaken in the promissory note and did not repay the amount. Consequently, the plaintiff issued a legal notice to the defendant on 09-10-2024, but the notice was not served and was returned with the postal endorsement as "refused/unclaimed." Therefore, according to the plaintiff, the cause of action for filing the suit arose on 09-10-2024, the date on which the legal notice demanding repayment was issued.

**4.** On the other hand, after service of summons, the defendant entered appearance and filed his written statement denying, disputing, and resisting the plaintiff's claim. In paragraph 5 of the written statement, the defendant specifically contended that the suit is not maintainable as no valid or sustainable cause of action exists and that the alleged cause of action pleaded by the plaintiff is false, frivolous, and untenable.

**5.** In view of the rival pleadings and the discrepancies between the parties, this Court has framed and taken up the preliminary issue regarding the existence of cause of action. It is a settled principle of law that while deciding the preliminary issue relating to cause of action, the Court must confine itself strictly to the averments made in the plaint. Upon examining the plaint, it is evident that the plaintiff has clearly pleaded that he lent Rs.3,00,000 to the defendant on 07-05-2022, that the defendant executed an on-demand promissory note acknowledging receipt of the loan and his liability to repay with interest, that the defendant failed to repay the amount, and that the plaintiff issued a legal notice dated 09-10-2024 which came to be returned as refused. Thus, the cause of action, as pleaded, arose on 09-10-2024 when the demand notice was issued, and the defendant failed to comply with the demand.

6. On perusal of the plaint, the plaintiff has specifically pleaded that, the defendant borrowed a sum of Rs.3,00,000 from the plaintiff on 07-05-2022, on the basis of their acquaintance and friendly relationship. The defendant executed an on-demand promissory note and a consideration receipt acknowledging receipt of the loan and his liability to repay the same with 2% interest per month. Despite repeated demands, the defendant failed to repay the loan amount. The plaintiff issued a legal notice dated 09-10-2024, calling upon the defendant to repay the loan amount with interest. The notice was returned with the endorsement "refused/unclaimed". The plaintiff has pleaded that the cause of action arose on 09-10-2024, the date of issuance of the legal notice.

7. The above pleadings constitute a clear, definite, and legally recognizable and enforceable cause of action. Whether these facts are ultimately proved or not is a matter to be established during trial, however, for the purpose of deciding maintainability, the plaint sufficiently discloses a cause of action. Accordingly, the contention of the defendant that the suit lacks cause of action is not sustainable. Hence, the preliminary issue framed by this court is answered in the **Negative** and court proceeds to pass the following:

**ORDER**

Issue No.3 is answered in the Negative.

Accordingly, the suit is maintainable. List the matter for recording of evidence on the remaining issues.

(Dictated to the Stenographer transcribed by her, revised, corrected, signed and then pronounced by me in the open Court on this the 01<sup>st</sup> day of December 2025)

**(Chandan.S)**  
**Prl. Civil Judge and JMFC,**  
**K.R.Nagara.**